This Instrument was prepared by and when recorded return to:

> Michael F. Sexton Rooks, Pitts and Poust 10 South Wacker Drive Suite 2300 Chicago, Illinois 60603

96067311

- DEPT-01 RECORDING
- T#0012 TRAN 8879 01/25/96 09:51:00
- \$1063 \$ CG *-96-067311
- COOK COUNTY RECORDER

Stock Ox Cook AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

on

THIS ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (this "Assignment") is dated and effective as of January 19, 1996 by R & L, an Illinois general partnership (the "Partnership"), and LASALLE NATIONAL TRUST, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 5, 1989 AND KNOWN AS TRUST NUMBER 114284 (the "Trust"; the Trust and the Partnership are collectively referred to as "Assignors").

WITNESSETH:

- A. The Trust is the owner in fee simple of the real estate legally described in Exhibit A attached hereto and made a part hereof, together with the improvements thereon (the "Premises"). The Partnership owns 100% of the beneficial interest in and power of direction to the Trust.
- The Trust executed and delivered to LASALLE NATIONAL BANK, a mational banking association ("Assignee") a Term Note dated June 9, 1989 in the original principal sum of \$650,000 (the "Original Note"). The Trust executed and delivered to Assignee a Term Note dated June 1, 1994 in the original principal sum of \$436,945 in substitution for, and not in

EOX 333-CTI

payment of, the obligations of the Original Note (the "1994 Note"). The Original Note and the 1994 note were secured, inter alia, by a Collateral Assignment of Rents made by the Trust dated June 9, 1989 and recorded as document number 93593323 (the "Original Assignment").

196067311

- C. Assignors have executed and delivered to Assignee a Substitute Term Note dated as of even date herewith in the principal sum \$1,179,166 (the "Note"), in substitution for, and not in payment of, the 1934 Note.
- The Note is secured, inter alia, by an Amended and Restated Mortgage and Security Agreement dated as of even date herewith made by the Trust (the "Mortgage") which is a first lien on the Premises and certain other documents, instruments and agreements executed by the Trust and/or the Partnership (collectively, the Note, the Mortgage and such other documents, instruments and agreements are referred to as the "Documents").
- D. Assignee requires that Assignors, as a condition precedent to the disbursement of the proceeds of the loan evidenced by the Note, execute and deliver this Assignment to amend and restate the Aligations, terms and conditions contained in the Original Assignment and to include the Partnership as a party thereto.

NOW, THEREFORE to secure (i) the payment when and as due and payable of the principal sum of and interest on the Note and renewals or modifications thereof any extensions, substitutes therefor, (ii) the payment of all other indebtedness which the Mortgage secures pursuant to its terms or which is payable under the terms of the Note and ((11) the performance and observance of the covenants and agreements contained in and the payment of all obligations of Assignors under this (all such indebtedness, and the Documents Assignment obligations, agreements and liabilities identified in the foregoing clauses (i), (ii) and (iii) being hereinafter referred to as the "Obligations"), to amend and restate the obligations, terms and conditions contained in the Original Assignment and to include the Partnership as a party thereto, Assignors do hereby sell, assign, transfer, convey, set over and grant unto Assignee all Assignors' right, title and interest in and to the rents, issues and profit of the Premises, including all of Assignors' right, title and interest in any lease, whether written or verbal, or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to by Assignors, including the Real Estate Lease dated as of January 2, 1996 by and between the Partnership and Color

Property of Cook County Clerk's Office

The second secon

Communications, Inc., together with any and all deposits and profits now due and/or which may become due thereunder by virtue thereof and any and all extensions and renewals thereof and the benefit of any guarantees executed in connection therewith, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and security deposits, and all the avails thereof, to Assignee (collectively such leases and agreements are referred to hereinafter as the "Leases"), all on the following terms and conditions;

Assignors further covenant and agree with Assignee as follows:

- 1. <u>Payment of Obligations</u>. Assignors are assigning the Leases to secure the prompt payment when and as due and payable of the Obligations.
- Powers of Assignee. (a) Assignors do hereby appoint irrevocably Assigned its true and lawful attorney with full power of substitution and with full power for Assignee, in its own name and stead (with or without taking possession of the Premises), to rent, lease, let or sell all or any portion of the Premises to any party, to collect all of avails, rents, issues, deposits and profits now due or that may hereafter become due arising from or accruing under each and all of the Leases or any other tenancy existing or which may hereafter exist on the Premises, and to file any claim or take any other action or proceeding and make any settlement of any claims in its own name or otherwise which Assignee may deem necessary or desirable in order to collect and enforce the payment of said avails, rents, issues, deposits and profits with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assigner would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.
- (b) Upon issuance of a deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of Assignors in and to the Leases shall, by virtue of this Assignment, thereupon vest and then become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignors. Assignors hereby irrevocably appoint Assignee and their successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such grantee or grantees and such deed or deeds, as may be necessary or desirable for that purpose.

- should be the subject of any proceeding under the federal Bankruptcy Reform Act of 1978, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of such tenant's Lease, Assignors covenant and agree that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignors and Assignee. Assignors hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the Obligations Assignee may elect.
- Representations and Warranties. The Partnership represents and warrants, and the Trust represents, that: (a) Assignors are the cole owner of the entire landlord interest in each of the Leases, (b) each of the Leases is legal, valid and enforceable, is in full force and effect and has not been altered, modified or amended in any manner whatsoever, (c) each of the tenants named in cath of the Leases is not in default under any of the terms, coverants or conditions thereof, and, with respect to each of the Leases, no state of facts exist which, with the giving of notice or lapse of time or both, would constitute a default thereunder, (1) no rent reserved in any of the Leases has been assigned or anticipated and Assignors have not made any prior assignment, pledge or hypothecation of its interest in any of the Leases and (e) no such rent for any period subsequent to the date of this Assignment has been paid or collected more than 30 days in advance of the time when the same became due under the terms of each of the Leases.
- Assignors covenant and agree with (a) Covenants. Assignee that it shall, without cost, liability or expense to Assignee: (i) at all times promptly and faithfully abide by, discharge and perform each and every covenant, condition and agreement in each of the Leases, on the part of the Turilord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of each of the Leases on the part of each of the tenants thereunder to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Leases or the obligations, duties or liabilities of landlord or of any of the tenants thereunder, and pay all costs and expenses of Assignee, including attorneys' fees in any such action or proceeding in which Assignee may appear, (iv) transfer and assign to Assignee

upon request of Assignee, any Leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any instruments required to effect such assignment, (v) furnish to Assignee, upon request, a written statement containing the name of each and every tenant under each and every Lease and the terms of each and every Lease, including the spaces occupied, the rental payable and the security deposits, if any, paid thereunder, (vi) exercise within five days of any demand thereof by Assignee any right to request from a tenant under any of the Leases a certificate with respect to the status thereof, (vii) furnish Assign to immediately with copies of any notices of default which Assignors may at any time forward to any tenant of the Premises, or any portion thereof, (viii) pay immediately upon demand all sums expended by Assignee under authority hereof, together with interest thereon at the default interest rate provided in the Note and (ix) furnish loss of rents insurance in accordance with the provisions of the Mortgage.

- Assignors covenant and agree with Assignee that it shall not: (i) modify, extend or otherwise alter the terms of any of the Leases or any of the guarantees of the Leases, (ii) from and after the date hersof execute any lease of all or any portion of the Premises, without first obtaining Assignee's written consent, which consent may be withheld in Assignee's sole discretion, (iii) in any manner impair the value of the Premises, (iv) permit any of the Leases to become subordinate to any lien other than a lien created by this Assignment and the Mortgage, (v) execute an assignment, nyothecation or pledge of any rents of the Premises or of any or the Leases of all or any part of the Premises, except as security for the Obligations, and (vi) accept any prepayment of any installment of rent under any of the Leases or permit or consent to any assignment, subletting or other transfer, whether absolutely or for collateral purposes, of any of the Leases or all or any portion of the Premises demised thereunder by any tenant under any of the Leases.
- 5. Certain Rights of Assignors. So long as there shall exist no event of default hereunder, Assignors shall have the right to collect at any time of, but not more than thirty days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under each and every Lease and to retain, use and enjoy the same.
- 6. Event of Default. It shall constitute an event of default under this Assignment when and (a) if any "Event of Default" occurs under the Note, or (b) if any default occurs in the due and punctual performance of or compliance with any other

Property of Cook County Clerk's Office

direct di

term, covenant or condition in this Assignment and said default continues for a period of 36 days after Assignee gives written notice thereof to Assignors; provided, however, that if said default cannot be cured within said 30 day period. Assignors have commenced to effect a cure within such 30 day period and Assignors diligently pursues such cure, Assignors shall have so much additional time as may be reasonably necessary to cure said default, or (c) if any representation or warranty of Assignors made herein shall prove to be false in any material respect when made.

7 Assignee's Remedies. Upon the occurrence of an event of default hereunder, and without regard to the adequacy of any other security therefor or whether or not the entire principal sum of th: Obligations is declared to be immediately due, forthwith, upon demand of Assignee, Assignors shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or actorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of the Premises, and together with all documents, books, records, papers and accounts of Assignors or the then manager of the Premises relating thereto, and may exclude Assignors, their agents or servants, wholly therefrom and may, as attorney in fact or agent of Assignors, or in its own name as Assignee and under the powers herein granted: hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in Assignee's sole discretion or in the sole discretion of its successors or assigns may deem proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, without notice to Assignors, (b) cancel or terminate any of the Leases or subleases permitted pursuant thereto and approved by Assignee, for any cause or on any ground which would entitle Assignors to cancel the same, (c) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof, (d) extend or modify any of the then existing Leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to tenants to extend or renew terms to expire, beyond the maturity date of the Obligations and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such

The state of the s

Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignors and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding, any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (e) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (f) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation and management thereof and (g) receive all avails, rents, issues and profits.

- Movilication of Rents. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (a) to the payment of the operating expanses of the Premises, including reasonable compensation to Assignee or its agent or agents, reasonable attorneys' fees and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (b) to the payment of taxes, special assessments, water taxes and utility charges now due or which may hereafter become due on the Premises, or vnich may become a lien prior to the lien of the Mortgage, (c) to the payment of all repairs, decorating, renewals, replacements, alternations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property in such condition as will, in the reasonable judgment of Assignee, make the Premises readily rentable, (d) to the payment of any Obligations or any deficiency which may result from any foreclosure sale, or (e) with respect to any surplus of remaining funds, to Assignors, its successors and assigns, as their rights may appear.
- 9. No Liability. Assignee shall not be liable for any loss sustained by Assignors resulting from Assignee's failure to let the Premises after the occurrence of an event of default hereunder or from any other act or omission of Assignee in managing the Premises after the occurrence of an event of default hereunder. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases or under or by reason of this Assignment, and Assignors shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases

or under or by reason of this Assignment and from any claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. Should Assignee incur any such liability under any of the Leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby and Assignors shall reimburse Assignee therefor with interest at the default interest rate provided in the Note immediately upon demand. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee restonsible or liable for any waste committed on the property by any of the tenants or any other person or for any dangerous or delective conditions of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Assignee a trustee or a "mortgagee" in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions of this Assignment.

- 10. <u>Defeasance</u>. Upon payment in full of the Obligations, this Assignment shall become and by void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assigned showing any part of said principal and interest to remain urpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to rely thereon.
- 11. Attornment. A demand on any tenant by Assignee for the payment of the rent on the occurrence of an event of default hereunder shall be sufficient warrant to such tenant to make future payment of rent to Assignee without the necessity of further consent by Assignors. Assignors hereby authorize and directs each tenant named in each of the Leases, and any other or future tenant or occupant of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and the Mortgage and that an event of default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under such Lease and to continue to do so until otherwise notified by Assignee.

- 12. Release and Substitution of Security. Assignee may take or release other security for the Obligations, may release any person primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights under this Assignment.
- 13. Right to Exercise Remedies. Nothing contained in this Assignment and no act done or cmitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the This Assignment is made without Note and the Mortgage. prejudice to any of the rights and remedies possessed by Assignee under the terms of any of the Documents, it being agreed and understood that no remedy conferred upon or reserved to Assignee herein or in any of the Documents is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Documents contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Remedies may be pursued angly, successively or together against Assignors or the Premiser it the sole discretion of Assignee. The right of Assignee to collect the principal sum and interest thereon of the Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.
- 14. Binding on Successors; Certain Definitions. Assignment and the covenants herein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignors, their respective successors and assigns and any subsequent owner of the Premises. The words "Assignors", "Assignee" and "tenant" Swherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns. following words and phrases shall be construed as follows: (x) "any" shall be construed as "any and all"; (y) "include" and "including" shall be construed as "including, but not limited to"; and (2) "will" and "shall" shall each be construed as to"; and (2) mandatory. The words "hereby", "hereof", "hereto", "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph. The word "hereafter" shall mean after the date of this Assignment and the word "heretofore" shall mean before the date of this Assignment. Words of the masculine, feminine or neuter gender shall mean and include the corresponding words of the other genders and words implying the singular number shall mean

The second secon

and include the plural number and vice versa. Words implying persons shall include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

- 15. Assignment as Additional Security. This Assignment is given as additional security for all sums secured by the Mortgage. The security of this Assignment is and shall be primary and on a parity with the Premises conveyed by the Mortgage and not secondary. All amounts collected hereunder, after reducting the expenses of collection, shall be applied on account of the Obligations, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for the Obligations. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure the Obligations contained in the Mortgage.
- 16. <u>Subrogation</u>. Assignee shall be subrogated to any lien discharged out of the avails, rents, deposits, incomes and profits of the Premises.
- 17. <u>Miscellaneous</u>. (a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.
- (b) The paragraph headings in this Assignment are used for convenience only and are not to be taken as a part of this Assignment or to be used in determining the intent of the parties or otherwise in interpreting this Assignment.
- (c) This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- (d) Any notices which any party may be required or may desire to give hereunder shall be deemed to have been given if delivered in the manner specified in paragraph 23 of the Mortgage.
- (e) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute on and the same instrument. In making proof of this Assignment, it shall not be necessary to produce or to account for more than one counterpart.
- 18. <u>Trustee's Exculpation</u>. This Assignment is executed by LaSalle National Trust, not personally but solely as successor

Property of Coot County Clert's Office

to the state of th

trustee to LaSalle National Bank, as trustee under a trust agreement dated April 5, 1989 and known as trust number 114284 in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Trust are undertaken by it solely as trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly and no personal liability shall be asserted or be enforceable against LaSalle National Trust by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment; provided, however, that nothing contained in this paragraph 18 shall in any manner affect, abrogate impair, restrict or limit any of the liens, rights, liabilities or remedies, or the enforcement thereof, otherwise provided nergin or in any of the Documents.

19. Partnership Liability. Except otherwise as specifically provided herein, if an event of default hereunder shall occur, Assignee's sole recourse shall be the exercise of the rights and remedies provided in the Documents and Assignee shall not be entitled to recover any deficiency judgment against the Trust, the Partnership or any of the general partners of the Partnership if the exercise of such rights and remedies is not sufficient to pay the amount owed to Assignee under the Documents (including any Obligations); provided, however, that the foregoing limitations on liability shall not apply and the Partnership and each of its general partners shall be jointly and severally liable to Assigned for the amount of any deficiency judgment following the exercise of any of the remedies provided in any of the Documents in an amount not to exceed the sum of: (a) the cost and expenses associated with fraud or material misrepresentation made in connection with any Document (excluding any costs or expenses described in clause (g) of this paragraph 19); (b) the amount of any taxes, assessments, charges for labor or materials or any other amounts which are not paid and have created or can create lieus on any portion of the Collateral or any other assets which are subject to a lien in favor of Assignee which will not be extinguished by foreclosure thereon (or, if applicable, pursuant to a sale as provided in the Uniform Commercial Code in effect in the State of Illinois from time to time) or which have priority over the security interests created by any of the Documents; (c) the amount of any proceeds or awards of any condemnation of any portion of the Collateral received by the Trust, the Partnership or any of its general partners or which proceeds or awards should have been paid to Assignee pursuant to the terms of any of the Documents; (d) the amount of any insurance proceeds received by the Trust, the Partnership or any of its general

partners which should have been paid to Assignee pursuant to the terms of any of the Documents; (e) the amount of any rents, issues and profits of any of the Collateral received by the Trust, the Partnership or any of its general partners subsequent to an event of default hereunder; (f) the amount of any security deposits under any leases with respect to any of the Collateral; and (g) all costs, expenses and reasonable attorneys' fees and expenses incurred by Assignee in collecting any of the foregoing.

Further, notwithstanding anything in any of the Documents to the contrary, the Partnership and each of its general partners shall be personally and jointly and severally liable to Assigne: for all indemnity obligations arising under the Environmental Indemnity Agreements made by the Partnership dated as of even date herewith, including all costs, expenses and reasonable attorneys' fees and expenses provided for therein.

Nothing contained in this Assignment (i) shall be construed or is intended to any way limit, affect, diminish or impair in any manner whatsoever the rights, powers, privileges, remedies, liens and security interests of Assignee under any of the Documents or (ii) shall be deemed to be a waiver of any right Assignee may have under any pankruptcy law of the United States or any state to file a claim for the full amount of the Obligations or to require that all of the assets in which Assignee has a lien shall continue to secure all of the Obligations in accordance with the terms of the Documents or (iii) shall be construed or is intended to in any way limit, affect, diminish or impair the personal liability of Stanley Lerner or Nathan Roth under the Amended and Restated Guaranty executed by them dated as of even date herewith.

to

to be executed as of the dal	ignors have caused this Assignment te first written above.
• • • • • • • • • • • • • • • • • • • •	ASSIGNORS:
	R & L. Jam Illinois general partnership By:
	Stanley Lerner, a general
	By: Mathan Roth Nathan Roth, a general partner
DOOP CO	LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 5, 1989 AND KNOWN AS TRUST NUMBER 114284
Attest:	BV: Turney Cellar
By: nancy a stack	Ev: Arzenny Geller (ts: //sr: > 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Its:	
	(ts): STATE STATE OF THE STATE

100 miles

STATE OF ALLIUND) SS.

COUNTY OF Cook)

County, in the State aforesaid, do hereby certify that Stanley Lerner and Nathan Roth, each of whom is personally known to me to be a general partner of R & L, an Illinois general partnership and each of whom is personally known to me to be the same person whose name is subscribed to the foregoing instrument each appeared before me this day in person and acknowledged he they signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 19 day of

Notary Public

"OFFICIAL SEAL"
RICHARD W. RAPPOLD
Rotary Public. State of Illinois
My Jamm ssian Expires Nov. 18, 1998

STATE OF SS. COUNTY OF (K)
COUNTY OF)
County, in the State aforesaid, do hereby certify that Bosemary Colling, who is personally known to me to be a NAMELY A SHOW of LaSalle National Trust, N.A. and NAMELY A SHOW of LaSalle National Trust, N.A., and each of whom is personally known to me to be a National Trust, N.A., and each of whom is personally known to me to be the same person whose name is subscribed to the foregoing instrument, each appeared before me this day in person and acknowledged he they signed and delivered the said distrument as his free and voluntary act and as the free and voluntary act of LaSalle National Trust, N.A., as trustee aforesaid, for the uses and purposes therein set forth. Given under my hand and Seal of Office this 22 day of Notary Public No

EXHIBIT A

LOTS 1 TO 24 INCLUSIVE, TOGETHER WITH THE VACATED ALLEY LYING NORTH OF ADJOINING SAID LOTS, ALL IN BLOCK 5 IN 12TH STREET LAND ASSOCIATION SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 1.5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL.

LOTS 1 TO 24 BOTH INCLUSIVE IN BLOCK 8 IN 12TH STREET LAND ASSOCIATION SUBDIVISION IN THE S.E. 1/4 OF SECTION 15, TWP. 39 N., R. $1^{\frac{1}{2}}$ E. OF THE 3RD P.M., IN COOK COUNTY, ILLINOIS.

Of Colling Clart's Office

Property Address: 1032 South Pulaski Chicago, Ilinois

Property Index Numbers:

16-15-421-001-0000

16-15-424-001-0010

16-15-424-002-0000

16-15-424-003-0000

16-15-424-004-0000

16-15-424-005-0000

16-15-424-006-0000

16-15-424-007-0000

16-15-424-008-0000

16-15-424-009-0000

16-15-424-010-0000

16-15-424-011-0000

16-15-424-012-0000 16-15-424-013-0000

16-15-424-014-0000

16-15-424-015-0000

16-15-424-016-0000

16-15-424-017-0000

96067311

4.44 .

The second secon